

CITY OF REEDLEY, REEDLEY MUNICIPAL AIRPORT

**SPECIAL EVENT FACILITY USE AGREEMENT
CLOVIS AREA MODELERS (CAM) RC CLUB-ACADEMY OF MODEL
AERONAUTICS (AMA) CHARTER CLUB #5405 AS LICENSEE**

THIS AGREEMENT is by and between City of Reedley ("CITY") AND CLOVIS AREA MODELERS RC CLUB (CAM) - ACADEMY OF MODEL AERONAUTICS (AMA) CLUB 5405 ("CAM")

WHEREAS, CITY is the owner and property manager of certain real property at Reedley Municipal Airport.

WHEREAS, CAM seeks to enter and use the Premises for the 1st Annual Reedley 2021 - Giant Scale Fly-In to promote both the sport of model aviation and aviation in general.

NOW, THEREFORE, CITY and CAM hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 Grant. CITY hereby grants to CAM and to its officers, agents, employees, members, volunteers and subcontractors an exclusive, revocable permission to enter and use the Premises for the purposes, set forth in Article 3, below.

1.2 Condition of Premises. CITY is not aware of any condition in, on, or about the Premises which constitutes a hazard to the safety of any user or which violates any governmental law or ordinance intended to protect human safety. However, CAM is advised that imperfections may exist at the facility and on taxiways and ramp. Other than as set forth above, CAM accepts the Premises "as is." CAM warrants it has inspected the area of the license and found it to be safe and fit for its intended use.

ARTICLE 2 - TERM

The term of this Agreement shall be for four (4) days as agreed to by the CITY.

ARTICLE 3 - USE OF PREMISES

3.1 CAM Uses. CAM shall use the Premises as follows and in Exhibit A:

1st Annual Reedley 2021 - Giant Scale Fly-In
Thursday, May 27, 2021 9:00 a.m. Set up
Friday, May 28, 2021 thru Saturday, May 29, 2021
Sunday, May 30, 2021, until 5:00 p.m. - breakdown, site clean-up

ARTICLE 4 - CONSIDERATION

4.1 Consideration. As consideration for its use of the Premises, CAM shall pay an event fee of \$1,168 for use of the area referred to as Reedley Municipal Airport.

4.2 Cleaning Guarantee. CAM agrees to immediately clean up the Premises after the event and pay the cost of any repairs to the Premises required as a result of the scheduled event to the reasonable satisfaction of the Airport Manager, or designated City representative.

4.3 Electricity will not be provided from the Airport. CAM is responsible for providing for participates and event electrical needs.

ARTICLE 5 - INDEMNIFICATION

5.1 Indemnification and Defense. CAM has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, City of Reedley, its City Council, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind of nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury and contractual damages otherwise alleged to be caused to any person or entity including, but not limited to officers, agents, employees, members, volunteers and subcontractors of CAM.

CAM's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts of omissions, willful misconduct or negligent conduct of any kind, on the part of the CAM, its officers, agents, employees, members, volunteers and subcontractors. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of CITY. This duty shall arise at the first claim or allegation of liability against CITY. CAM will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

ARTICLE 6 - INSURANCE

6.1 Insurance. CAM shall 30 days, prior to commencement of operations furnish Certificates of Insurance to the CITY disclosing deductibles or self-insurance retention which will be subject to the approval of CITY. Certificates shall have any special policy endorsements and policy declarations attached that may be required to affect or accomplish the coverages and conditions specified, if not described on the Certificates. CAM shall purchase and maintain in force during the term of this Agreement (or specifically for each scheduled event day) the following policies of insurance:

- A. General Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of not less than \$2,000,000. CITY shall be Endorsed onto said insurance policy using ISO form 2026 or a form providing coverage at least as broad as such form. Endorsement shall name as additionally insured; "The City of Reedley." Said policy shall specifically include coverage for motorized sports and racing events by policy form and/or endorsement.
- B. Property insurance against all loss or damage by fire, and any other peril included in the broad form extended coverage endorsement with limits of not less than 100% of the full replacement cost of the property included in the Premises to which this Sublease refers. The policy shall be written on a replacement cost basis.
- C. Other Insurance Provisions. All policies of insurance shall contain wording or be endorsed to include wording as follows: Coverage under this policy shall be primary insurance and not contributing with any insurance maintained by CITY. Coverage shall not be suspended, voided, canceled or non-renewed or have limits reduced without giving CITY not less than 30 days written notice. In addition, such insurance shall be underwritten by insurers with a current A. M. Best's rating of no less than A: VII. CITY Risk Manager or equivalent may waive or alter this requirement.

- D. As a precondition to their licenses, CAM shall provide to CITY certificates of insurance and endorsements therefore, naming; The City of Reedley as additional insureds."
- E. Participant Waivers. CAM agrees to obtain and submit to CITY a properly executed release and waiver of liability agreement on CITY form (see Exhibit B) from each participant in the miniature aircraft show prior to their participation in the event sponsored by CAM.
- F. Day use and Camping. Public day, recreational use, and camping of the premises will be managed by CAM in accordance with the procedures as listed in Exhibit A- Day Use & Camping- Day Recreation and Overnight Use General Rules of Conduct/Use. CAM agrees to obtain and submit to CITY a properly executed release and waiver of liability agreement on CITY form (see Exhibit B) from each participant in the miniature aircraft show day use and overnight camping prior to their participation in the event sponsored by CAM.

6.2 Loss, Damage or Destruction to the Premises CAM assumes all risk of damage or destruction to the Premises due to CAM officers, agents, employees, members, volunteers, participants, subcontractors and/or spectators' negligence.

6.3 Destruction Due to Risk Covered by Insurance If, during the term, the premises are totally or partially destroyed from a risk covered by the insurance described in Section 6.1 above, rendering the Premises totally or partially inaccessible or unusable, CAM shall restore the Premises to substantially the same condition they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this Agreement. If the existing laws do not permit the restoration, either party may terminate this Agreement immediately by giving written notice to the other party.

6.4 Destruction Due to Risk Not Covered by Insurance If, during the term, the Premises are totally or partially destroyed from a risk not covered by the insurance described in Paragraph 6.1, rendering the Premises totally or partially inaccessible or unusable, CAM shall restore the Premises to substantially the same condition they were in immediately before destruction. Such destruction shall not terminate this Agreement. If the existing laws do not permit the restoration, either party may terminate this Agreement immediately by giving written notice to the other party.

6.5 Waiver of Civil Code Sections. CAM waives the provisions of Civil Code Section 1932(2) and Civil Code Section 1933(4) with the respect to any destruction of the Premises.

6.6 Waiver of Subrogation. CAM and CITY hereby waive any right of recovery against the other as a result of loss or damage to the property of either CAM or CITY when such a loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

ARTICLE 7 - SAFETY/SECURITY/SUPPORT

7.1 CAM is responsible for its own support functions:

A. Area Safety and Security (for its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.)

B. Access and control of (its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.)

(1) 100% control of airfield access through main gate as authorized by the Airport Manager.

C. Trash collection and pick-up.

D. Restroom facilities.

E. Direct a halt, "Land all Aircraft", "Knock-it-Off", or other such control instructions/directions during any portion of the event by the Event Director and/or Contest Director.

F. CAM will designate a person of authority at all times, 24 hours per day for each day of use for the 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event. Contact information for the designated person must be provided to the CITY.

G. CAM will be responsible for placing "X" on both ends of the runway indicating a closed runway during the duration of the event.

H. CAM will assign a person to listen over the radio for air traffic and have eyes in the sky watching for air traffic during flights.

I. Cam will designate a point of contact for pilots with airplanes at the Reedley Airport to contact if they must take off or land during the four days of the event.

ARTICLE 8 - EVENT COORDINATOR/CONTEST DIRECTOR

8.1 CAM acknowledges that the Event Coordinator / Contest Director is responsible for the safety, security, efficiency and control of all activities on the Reedley Municipal Airport.

- A. Direct the location/relocation of any persons or equipment involved in the 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event.
- B. Direct a halt, "Land all Aircraft", "Knock-It-Off", or other such control instructions/directions during any portion of the 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event.

ARTICLE 9 - AIRPORT MANAGER

A. Approve the site map which indemnifies the locations for activities and parking related to the 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event.

B. Publish applicable Notice to Airman (NOTAMS)

C. Be involved as an observer/overseer to any extent deemed necessary and attend the safety meeting with all participants involved.

D. Direct a halt, "Halt all Aircraft", "Knock-It-Off", or other such control instructions/directions during any portion of the 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event

ARTICLE 10 – COVID-19 SAFETY PLAN

Due to the restrictions related to Covid-19, CAM and CITY have agreed upon the precautions and modifications required to offer a safe event. The Covid-19 Safety Plan outlines the modifications that will be made to stay EXHIBIT C

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Dated: 4/30/21

City of Reedley

BY: 
Nicole R. Zieba, City Manager

Dated: 4/30/21

CAM - AMA CLUB #5405

BY: 
Erik LaCour: President of CAM

EXHIBIT A
DAY USE AND OVERNIGHT CAMPING
AT
REEDLEY MUNICIPAL AIRPORT

1. Hours of operation for 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event are as follows:

Thursday May 27, 2021

Set Up: 9:00am

Overnight Camping

Friday May 28, 2021

1st Annual Reedley 2021 Giant Scale Fun Fly-In Event: 8:00am - 11:59pm

Overnight Camping

Saturday May 29, 2021

1st Annual Reedley 2021 Giant Scale Fun Fly-In Event: 8:00am - 11:59pm

Overnight Camping

Sunday May 30, 2021

1st Annual Reedley 2021 Giant Scale Fun Fly-In Event: 8:00am - 11:59pm

Clean Up

2. Day Use & Overnight Camping: CAM is responsible for the following:

- A. Area Safety and Security (for its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.
- B. Access and control of (its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.)

(1) 100% control of the airfield access through main gate as well as the spectator gate when open as authorized by the Airport Manager.

C. Trash collection and pick-up.

D. Restroom facilities.

E. 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event held at the Reedley Municipal Airport.

EXHIBIT B
RELEASE AND WAIVE OF LIABILITY AGREEMENT

I, _____ ("Participant"), acknowledge that I have voluntarily applied to participate in the 1st Annual Reedley 2021 Giant Scale Fun Fly-In Event.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. I UNDERSTAND THAT PHYSICAL ACTIVITY, COMPETITION, OR UNWANTED OR UNEXPECTED CONTACT OF EFFECT. I HAVE INSPECTED THE AREA OF THE EVENT AND FOUND IT TO BE SAFE AND FIT FOR ITS INTENDED PURPOSES.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted to participate in these activities and use the Reedley Municipal Airport premises and facilities, I forever release the City of Reedley, _____ CAM _____ and each of their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (1) my participation in the EVENT, (2) the negligence or other acts, whether directly connected to these activities or not, and however caused, by and Releasees, or (3) the condition of the premises where activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue or attach the property of any Releasee in connection with any of the matters covered by foregoing release.

Assumption of the Risk and Waiver of Liability Relating to COVID-19

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by attending the above event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the above program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Reedley and CAM employees, volunteers, and program participants and their families.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, THE City of Reedley, AND _____ CAM _____, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

Executed at _____, California on _____, 20_____

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Sign _____

Sign _____

Address: _____

Address: _____

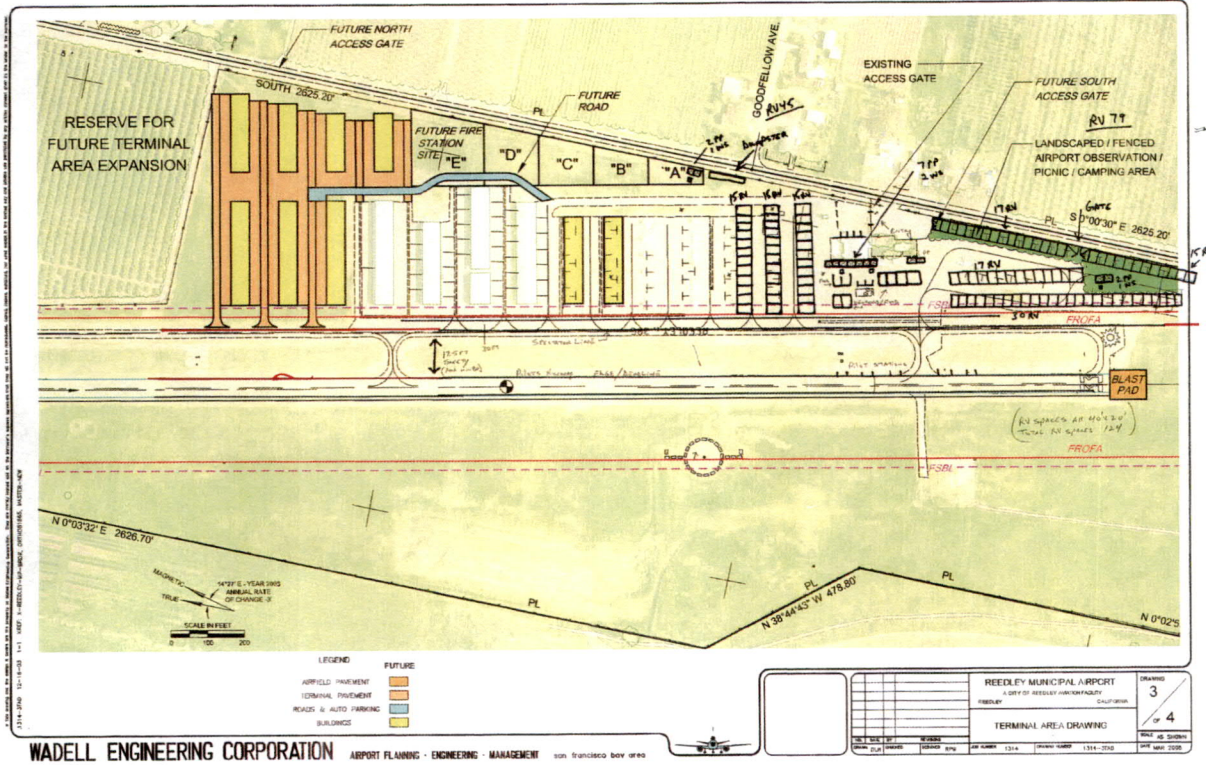
IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED

EXHIBIT C
COVID-19 SAFETY PLAN
RC Model Event COVID-19 Safety Plan

The City of Reedley is working with the Clovis RC Model Club to offer a Giant Scale Fly-In Event at the Reedley Municipal Airport. Due to the restrictions related to Covid-19, the event has been modified to meet current State and County guidelines for Outdoor Live Events.

- *Attendance will be limited for the pilots who are allowed to participate and the spectators who may attend each day of flying. The capacity will not exceed 25% regardless what tier Fresno County is in at the time of the event.*
- *Spectators will be required to purchase tickets in advance to control the number of people in attendance. A confirmation email will be provided listing social distancing requirements, self-health check required the morning of the event and masks required when social distancing can't be achieved and when entering and exiting the facility.*
- *Pilots must be pre-registered to participate and will have an assigned area to park when they arrive. Information provided to those who register will address social distancing requirements, self-health check morning of the event and masks required when social distancing can't be achieved.*
- *All people are required to wear a face covering while entering and exiting the Airport grounds. Face coverings will also be required when moving around the Airport grounds and when social distancing cannot be achieved. There will be someone at the gate to check people in. A health check will be completed at this time. Social distancing signs will be posted.*
- *Pilots who plan to stay overnight will be positioned on the Apron and grass area with enough distance between vehicles to keep the 6 feet of social distancing. These spaces will be designed in advance to make the check-in process easy. A health check will be conducted at check in.*
- *There will be no food sold at the event. Spectators and pilots will be allowed to bring their own food to the event.*
- *Port a potties will be provided for the event with daily cleanings and sanitation of touch points. Handwashing stations will be rented and there are two permanent restrooms on site with sinks and soap available.*
- *Masks and hand sanitizer will be available on site.*
- *All pilots and spectators will be required to complete a waiver with language related to Covid-19. This language will include the risk associated with Covid-19, self-health check before attending the event, social distancing requirements and masks required when social distancing can't be achieved.*

EXHIBIT D AIRPORT EVENT SITE MAP





REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 2

DATE: April 27, 2021

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE SPECIAL EVENT FACILITY USE AGREEMENT WITH CLOVIS AREA MODELERS (CAM)-ACADEMY OF MODEL AERONAUTICS (AMA) CLUB 5405 (CAM)

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize City Manager to sign the Special Event Facility use Agreement with Clovis Area Modelers (CAM)-Academy of Model Aeronautics (AMA) Club 5405 (CAM). This agreement will allow for a Radio-Controlled Model event at the Reedley Municipal Airport.

EXECUTIVE SUMMARY

CAM is requesting use of the Reedley Municipal Airport from Thursday, May 27, 2021 through Sunday, May 30, 2021. Thursday morning will be used for setup and Sunday afternoon for cleanup. The event is open to the public every day with reservations required. Staff is working closely with CAM to create an Event Safety Plan and Site Map identifying how the space at the Reedley Municipal Airport will be utilized. Due to Covid-19, staff worked with the Fresno County Health Department and received approval for the proposed Covid-19 Safety Plan.

During the four-day event the runway is closed so a NOTAM will be submitted notifying pilots of this along with an "X" on both ends of the runway indicating the closure to those planes in the air. Since this is a holiday weekend, staff has requested CAM to provide a point of contact for the pilots stationed at the Reedley Municipal Airport. In the event a pilot needs to fly in or out of the Reedley Municipal Airport, special arrangements will be made. CAM is responsible for monitoring radio traffic during the dates and times of the event and to have a set of eyes watching air traffic at all times the model planes are flying.

Hosting an event of this unique nature will eventually bring many people to Reedley. A partnership has been formed with CAM and staff looks forward to more joint opportunities.

BACKGROUND

On February 24, 2020, staff received an email from Erik LaCour who is the President of the Clovis Area Modelers Club (CAM). The question was asked if the club would be allowed to host a giant scale radio-controlled modelers event at the Reedley Municipal Airport. For the past 25 years this event was held at Castle Air Force Base in Merced. Due to the County utilizing the area for unmanned aerial vehicle testing, the event can no longer be held at Castle Airport. CAM is a 501c3 nonprofit organization that benefits youth and veterans in the community. CAM operates out of Peg Field Airport which is north of the Reedley Municipal Airport. Peg Field Airport is not large enough to host an event of this magnitude, so working with the City of Reedley makes sense. This event is by far the largest event on the west coast. Over 600 models were on display and flying at the 2019 event. The event also draws thousands of spectators over the four days.

The City was on track to host an event Memorial weekend 2020; however, due to the restrictions related to Covid-19, the event was canceled. Staff and the RC Model Club has stayed in contact with the hopes to offer an event in 2021. Now that guidelines have been released for Outdoor Live Performance, both agencies are working to modify the event and put this year's focus on the pilots who are desperate to fly, while still offering limited spectator capacity. Staff feels that by offering a modified event it's a great way to introduce this to the Reedley Municipal Airport since the plan is to continue this annually.

FISCAL IMPACT

This event will generate \$1,168 in revenue for the Airport Enterprise Account.

PRIOR COMMISSION ACTIONS

The Airport Commission recommended approval for the Special Event Facility use Agreement with Clovis Area Modelers (CAM)-Academy of Model Aeronautics (AMA) Club 5405 (CAM).

PRIOR COUNCIL ACTIONS

On March 24, 2020, City Council approved the Special Event Facility Use Agreement CAM to host the 1st Annual Reedley 2020 Giant Scale Fly-In.

ATTACHMENTS

Special Event Facility use Agreement with Clovis Area Modelers (CAM)-Academy of Model Aeronautics (AMA) Club 5405 (CAM).